

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM334590

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
FIT & FRESH, INC.		03/02/2015	CORPORATION: INDIANA
RECEIVING PARTY DATA			
Name:	MEDALLION CAPITAL, INC.		
Street Address:	3000 W. COUNTY RD. 42		
Internal Address:	STE. 301		
City:	BURNSVILLE		
State/Country:	MINNESOTA		
Postal Code:	55337		
Entity Type:	CORPORATION: MINNESOTA		
PROPERTY NUMBERS Total: 39			
Property Type	Number	Word Mark	
Registration Number:	1090565	POCKET-PACK	
Registration Number:	1080388	VITA MINDER	
Registration Number:	1127543	THE VITAMIN CHEST	
Registration Number:	1980929	MEDPORT	
Registration Number:	3587967	FIT & FRESH	
Registration Number:	3587968	FIT & FRESH	
Registration Number:	3587969	FIT & FRESH	
Registration Number:	3513554	SMART PORTION	
Registration Number:	3488169	LIV FIT & FRESH PURE	
Registration Number:	3878416	POD	
Registration Number:	3621799	LIV PURE	
Registration Number:	3679620	FIT & FRESH	
Registration Number:	3874868	CLEANTEK	
Registration Number:	3506348	FIT & FRESH	
Registration Number:	3121829	FIT & FRESH	
Registration Number:	3309945	FIT & HEALTHY	
Registration Number:	4026854	FIT FRESH	
Registration Number:	4026855	FIT FRESH MAKE EVERY DAY BETTER	

CH \$990.00 1090565

Property Type	Number	Word Mark
Registration Number:	4123230	DUAL TOOL
Registration Number:	4173848	FIT FRESH DUAL TOOL UTENSIL SET
Registration Number:	4238788	FRESH STARTS
Registration Number:	4238793	FRESH STARTS
Registration Number:	4239058	LUNCH LAUNCHERS
Registration Number:	4339648	DIP N' DUNK
Registration Number:	4347626	L.O.T.G.
Registration Number:	4343579	FRESH SELECTS
Registration Number:	4343820	JAXX
Registration Number:	4334947	COOL COOLERS
Registration Number:	4539676	STAK PAK
Registration Number:	4459245	FIT & HEALTHY
Registration Number:	4653916	YUM BUDDIES
Registration Number:	4543430	MEN AT LUNCH
Registration Number:	4642482	AIRGEL3
Serial Number:	86538890	SMART STYLE COLLECTION
Serial Number:	86296366	JAXX
Serial Number:	86418048	FIT 4 LUNCH
Serial Number:	86499472	SANDWICH & SNACK PAKS
Serial Number:	85708956	THERMACOLD
Serial Number:	85914552	JAXX MIXER

CORRESPONDENCE DATA

Fax Number: 6123713207

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.

Phone: 612-371-3296

Email: TMG@LINDQUIST.COM

Correspondent Name: GARRETT M. WEBER

Address Line 1: 4200 IDS CENTER, 80 SO. 8TH ST.

Address Line 4: MINNEAPOLIS, MINNESOTA 55402

ATTORNEY DOCKET NUMBER:	381721.0102
NAME OF SUBMITTER:	GARRETT M. WEBER
SIGNATURE:	/GMW/
DATE SIGNED:	03/10/2015

Total Attachments: 16

source=Security Agreement#page1.tif

source=Security Agreement#page2.tif

source=Security Agreement#page3.tif

source=Security Agreement#page4.tif

source=Security Agreement#page5.tif
source=Security Agreement#page6.tif
source=Security Agreement#page7.tif
source=Security Agreement#page8.tif
source=Security Agreement#page9.tif
source=Security Agreement#page10.tif
source=Security Agreement#page11.tif
source=Security Agreement#page12.tif
source=Security Agreement#page13.tif
source=Security Agreement#page14.tif
source=Security Agreement#page15.tif
source=Security Agreement#page16.tif

PATENT AND TRADEMARK SECURITY AGREEMENT

This Patent and Trademark Security Agreement is entered into as of March 2, 2015 by and between FIT & FRESH, INC., an Indiana corporation (the "Debtor"), and MEDALLION CAPITAL, INC., ("Secured Party") pursuant to the Loan Agreement dated on about the date hereof (as amended from time to time, the "Loan Agreement"). Capitalized terms used herein without definition have the meanings provided in the Loan Agreement.

Whereas, the execution and delivery of this Agreement is a condition to the Lenders extending credit to Debtor;

Now, therefore, Debtor agrees with Secured Party as follows:

1. Definitions. All terms defined in the Loan Agreement that are not otherwise defined herein shall have the meanings stated in the Loan Agreement. In addition, the following terms have the meanings set forth below:

"Obligations" means each and every debt, liability and obligation of every type and description arising under or in connection with any Loan Document (as defined in the Loan Agreement) which the Debtor may now or at any time hereafter owe to the Secured Party, whether such debt, liability or obligation now exists or is hereafter created or incurred and whether it is or may be direct or indirect, due or to become due, absolute or contingent, primary or secondary, liquidated or unliquidated, independent, joint, several or joint and several.

"Patents" means all of the Debtor's right, title and interest in and to patents or applications for patents, fees or royalties with respect to each, and including without limitation the right to sue for past infringement and damages therefor, and licenses thereunder, all as presently existing or hereafter arising or acquired, including without limitation the patents listed on Exhibit A and any divisions, continuations, continuations-in-part, reissues or corresponding foreign patents and patent applications.

"Trademarks" means all of the Debtor's right, title and interest in and to trademarks, service marks, collective membership marks, any registrations or applications for registration therefor, together with the respective goodwill associated with each, fees or royalties with respect to each, including without limitation the right to sue for past infringement and damages therefor, and licenses thereunder, all as presently existing or hereafter arising or acquired, including, without limitation, the marks listed on Exhibit B and any divisions or renewals thereof or corresponding foreign trademark registrations and applications.

2. Security Interest. The Debtor hereby irrevocably pledges and assigns to, and grants to the Secured Party a security interest, with power of sale to the extent permitted by law, (the "Security Interest") in the Patents and in the Trademarks to secure payment and performance of the Obligations. As set forth in greater detail in the Security Agreement dated as of the date hereof by and between the Debtor and Secured Party, the Security Interest in the Trademarks is coupled with a security interest in substantially all of the assets (without regard to real property) of the Debtor.

3. Representations, Warranties and Agreements. Debtor hereby represents, warrants and agrees as follows:

(a) The Debtor has full power to and authority to make and deliver this Agreement. The execution, delivery and performance of this Agreement by the Debtor have been duly authorized by all necessary action of the Debtor's board of directors, and if necessary its equity holders, and do not and will not violate the provisions of, or constitute a default under, any presently applicable law or its articles of incorporation or bylaws or any agreement presently binding on it. This Agreement has been duly executed and delivered by the Debtor and constitutes the Debtor's lawful, binding and legally enforceable obligation. The correct legal name of the Debtor is as set forth at the beginning of this Agreement. Except for any financing statement required to be filed under the applicable Uniform Commercial Code (the "UCC") and any filing or recording of this Agreement in the U.S. Patent and Trademark Office, the authorization, execution, delivery and performance of this Agreement do not require notification to, registration with, or consent or approval by, any federal, state or local regulatory body or administrative agency.

(b) All of the Patents identified in Exhibit A are owned or controlled by the Debtor as of the date hereof and the information in Exhibit A accurately reflects the existence and status of the Patents listed therein as of the date hereof.

(c) All of the Trademarks identified in Exhibit B are owned or controlled by the Debtor as of the date hereof and the information in Exhibit B accurately reflects the existence and status of Trademarks listed therein as of the date hereof.

(d) Except as set forth in Exhibit C, the Debtor has absolute title to each Patent and each Trademark listed on Exhibits A and B, free and clear of all security interests, liens and encumbrances, except the Security Interest. Except as set forth in Exhibit C, the Debtor (i) will have, at the time the Debtor acquires ownership in Patents or Trademarks hereafter arising, absolute title to each such Patent or Trademark, free and clear of all security interests, liens and encumbrances, except the Security Interest, and (ii) except for licenses entered into hereafter in the ordinary course of business for fair consideration and which do not cause material harm to the Secured Party as holder of the Note, will keep all Patents and Trademarks free and clear of all security interests, liens and encumbrances except the Security Interest.

(e) The Debtor will not sell or otherwise dispose of the Patents or Trademarks, or any interest therein, without the Secured Party's prior written consent, except (i) as permitted in Section 3(d)(ii) above, and (ii) sale or disposition of Patents or Trademarks that provide no material continuing benefit to Debtor.

(f) The Debtor will at its own expense, and using its best efforts, protect and defend the Patents and Trademarks against all claims or demands of all persons other than the Secured Party, which would cause material harm to the Secured Party.

(g) The Debtor will at its own expense maintain the Patents and the Trademarks to the extent reasonably advisable in its business including, but not limited to, filing all applications to register or obtain letters patent, file all affidavits and renewals, and pay all annuities and maintenance fees possible with respect to issued registrations and letters patent. The Debtor covenants that it will not abandon nor knowingly fail to pay any maintenance fee or annuity due and payable on any Patent or Trademark (except for those that provide no material continuing benefit to Debtor), nor fail to file any required affidavit in support thereof, without first providing the Secured Party: (i) sufficient written notice to allow the Secured Party to timely pay any such maintenance fees or annuity or take such other action which may become due on any of said Patents or Trademarks, or to file any affidavit with respect thereto, and (ii) a separate written power of attorney or other authorization to pay such maintenance fees or annuities, or to file such affidavit, or take such other action, should such be necessary or desirable.

(h) If the Debtor fails to perform or observe any of its covenants or agreements set forth in this Section 3, and if such failure continues for a period of ten (10) calendar days after the Secured Party gives the Debtor written notice thereof (or, in the case of the agreements contained in subsection (g), immediately upon the occurrence of such failure, without notice or lapse of time), or if the Debtor notifies the Secured Party that it intends to abandon a Patent or Trademark, the Secured Party may (but need not) perform or observe such covenant or agreement on behalf and in the name, place and stead of the Debtor (or, at the Secured Party's option, in the Secured Party's own name) and may (but need not) take any and all other actions which the Secured Party may reasonably deem necessary to cure or correct such failure.

(i) Except to the extent that the effect of such payment would be to render any loan or forbearance of money usurious or otherwise illegal under any applicable law, the Debtor shall pay the Secured Party on demand the amount of all moneys expended and all costs and expenses (including reasonable attorneys' fees) incurred by the Secured Party in connection with or as a result of the Secured Party's taking action under subsection (h) or exercising its rights under Section 6, together with interest thereon from the date expended or incurred by the Secured Party at the highest rate then applicable to any of the Obligations.

(j) To facilitate the Secured Party's taking action under subsection (h) and exercising its rights under Section 6, the Debtor hereby irrevocably appoints (which appointment is coupled with an interest) the Secured Party, or its delegate, as the attorney-in-fact of the Debtor with the right (but not the duty) from time to time to create, prepare, complete, execute, deliver, endorse or file, in the name and on behalf of the Debtor, any and all instruments, documents, applications, financing statements, and other agreements and writings required to be obtained, executed, delivered or endorsed by the Debtor under this Section 3, or, necessary for the Secured Party, after an Event of Default, to enforce or use the Patents or Trademarks or to grant or issue any exclusive or non-exclusive license under the Patents or Trademarks to any third party, or to sell, assign, transfer, pledge, encumber or otherwise transfer title in or dispose of the Patents or Trademarks to any third party. The Debtor hereby ratifies all that such attorney

shall lawfully do or cause to be done by virtue hereof. The power of attorney granted herein shall terminate upon the payment and performance of all Obligations.

4. Debtor's-Use of the Patents and Trademarks. The Debtor shall be permitted to control and manage the Patents and Trademarks, including the right to exclude others from making, using or selling items covered by the Patents and Trademarks and any licenses thereunder, in the same manner and with the same effect as if this Agreement had not been entered into, so long as no Event of Default occurs and remains unwaived or uncured.

5. Events of Default. Each of the following occurrences shall constitute an event of default under this Agreement (herein called "Event of Default"): (a) a Default, as defined in the Loan Agreement, shall occur; or (b) the Debtor shall fail promptly (including any applicable grace period) to observe or perform any covenant or agreement herein binding on it and such breach or default is not cured (if capable of cure) within 30 days of the date such breach or default occurs; or (c) any of the representations or warranties contained in Section 3 shall prove to have been incorrect in any material respect when made.

6. Remedies. Upon the occurrence of an Event of Default and at any time thereafter during its continuance, the Secured Party may, at its option, take any or all of the following actions:

(a) The Secured Party may exercise any or all remedies available under the Loan Agreement.

(b) The Secured Party may sell, assign, transfer, pledge, encumber or otherwise dispose of the Patents and Trademarks.

(c) The Secured Party may enforce the Patents and Trademarks and any licenses thereunder, and if the Secured Party shall commence any suit for such enforcement, the Debtor shall, at the request of the Secured Party, do any and all lawful acts and execute any and all proper documents required by the Secured Party in aid of such enforcement.

7. Miscellaneous. This Agreement and Secured Party's rights under this Agreement or under applicable law may be enforced by Secured Party, at its discretion, against any one or more of the parties referred to above which are encompassed within the term Debtor, without any need to bring any enforcement action against the other parties who are encompassed within the term Debtor. This Agreement has been duly and validly authorized by all necessary action, corporate or otherwise. This Agreement can be waived, modified, amended, terminated or discharged, and the Security Interest can be released, only explicitly in a writing signed by the Secured Party. A waiver signed by the Secured Party shall be effective only in the specific instance and for the specific purpose given. Mere delay or failure to act shall not preclude the exercise or enforcement of any of the Secured Party's rights or remedies. All rights and remedies of the Secured Party shall be cumulative and may be exercised singularly or concurrently, at the Secured Party's option, and the exercise or enforcement of any one such right or remedy shall neither be a condition to nor bar the exercise or enforcement of any other.

The Secured Party shall not be obligated to preserve any rights the Debtor may have against prior parties, to realize on the Patents and Trademarks at all or in any particular manner or order, or to apply any cash proceeds of Patents and Trademarks in any particular order of application. This Agreement shall be binding upon and inure to the benefit of the Debtor and the Secured Party and their respective participants, successors and assigns and shall take effect when signed by the Debtor and delivered to the Secured Party, and the Debtor waives notice of the Secured Party's acceptance hereof. The Secured Party may execute this Agreement if appropriate for the purpose of filing, but the failure of the Secured Party to execute this Agreement shall not affect or impair the validity or effectiveness of this Agreement. A carbon, photographic or other reproduction of this Agreement or of any financing statement shall have the same force and effect as the original for all purposes of a financing statement. This Agreement shall be governed by the internal law of Minnesota without regard to conflicts of law provisions. If any provision or application of this Agreement is held unlawful or unenforceable in any respect, such illegality or unenforceability shall not affect other provisions or applications which can be given effect and this Agreement shall be construed as if the unlawful or unenforceable provision or application had never been contained herein or prescribed hereby. All representations and warranties contained in this Agreement shall survive the execution, delivery and performance of this Agreement and the creation and payment of the Obligations.

8. Consent to Jurisdiction. AT THE OPTION OF THE SECURED PARTY, THIS AGREEMENT MAY BE ENFORCED IN ANY FEDERAL COURT OR MINNESOTA STATE COURT SITTING IN MINNEAPOLIS OR ST. PAUL, MINNESOTA; AND EACH PARTY HERETO CONSENTS TO THE JURISDICTION AND VENUE OF ANY SUCH COURT AND WAIVES ANY ARGUMENT THAT VENUE IN SUCH FORUMS IS NOT CONVENIENT. IN THE EVENT ANY PARTY COMMENCES ANY ACTION IN ANOTHER JURISDICTION OR VENUE UNDER ANY TORT OR CONTRACT THEORY ARISING DIRECTLY OR INDIRECTLY FROM THE RELATIONSHIP CREATED BY THIS AGREEMENT, SECURED PARTY AT ITS OPTION SHALL BE ENTITLED TO HAVE THE CASE TRANSFERRED TO ONE OF THE JURISDICTIONS AND VENUES ABOVE-DESCRIBED, OR IF SUCH TRANSFER CANNOT BE ACCOMPLISHED UNDER APPLICABLE LAW, TO HAVE SUCH CASE DISMISSED WITHOUT PREJUDICE.

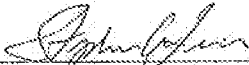
9. Waiver of Trial by Jury. EACH PARTY TO THIS AGREEMENT HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVES ANY RIGHTS IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREIN OR THEREIN, WHETHER SOUNDING IN CONTRACT, TORT OR OTHERWISE.

[The remainder of this page is intentionally blank.]

In Witness Whereof, the parties have executed this Patent and Trademark Security Agreement as of the date first written above.

MEDALLION CAPITAL, INC.

FIT & FRESH, INC.

By: 
Its: Secretary VP

By: _____
Its: _____

In Witness Whereof, the parties have executed this Patent and Trademark Security Agreement as of the date first written above.

MEDALLION CAPITAL, INC.

FIT & FRESH, INC.

By: _____
Its: _____

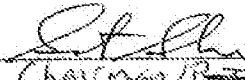
By: 
Its: Chairman/President

EXHIBIT A
TO PATENT AND TRADEMARK SECURITY AGREEMENT

PATENTS

Patent Number	Title	Inventors	Filing Date
7,052,471	DIGITAL THERMOMETER FOR MEASURING BODY TEMPERATURE	Sherin B. Lussier, Melinda F. Penney, Dalita R. Tomellini	Apr. 16, 2003
7,060,037	DIGITAL THERMOMETER FOR MEASURING BODY TEMPERATURE	Sherin B. Lussier, Melinda F. Penney, Dalita R. Tomellini	May 8, 2002
7,475,564	CONTAINER WITH SEALED COOLANT	Kristin W. Kagen	Oct. 3, 2006
7,810,651	WATER BOTTLE WITH FILTRATION FEATURE	Charles W. Miga, Jr.	Dec. 10, 2007
8,672,164	DRINKING VESSEL WITH ATMOSPHERIC ASSIST VALVE	Vanessa Honeyghan	Mar. 11, 2011
D377,861	INHALER CARRYING CASE	Jeffrey M. Jacober	Feb. 21, 1996
D449,733	MEDICATION DISPENSER	Jeffrey M. Jacober, Douglas F. Melville, Jr.	Aug. 7, 2000
D449,762	BLENDER	Jeffrey M. Jacober, Douglas F. Melville, Jr.	Oct. 2, 2000
D454,754	BLENDER TOP	Jeffrey M. Jacober, Douglas F. Melville, Jr.	Jul. 30, 2001
D490,327	THERMOMETER	Sherin B. Lussier, Melinda F. Penney, Dalita R. Tomellini	Nov. 21, 2002
D504,625	EAR THERMOMETER	David W. Crossley, Steven A. Boris	Apr. 10, 2003
D523,369	INFORMATION BRACELET	Jeffrey M. Jacober, David W. Crossley, Steven A. Boris	Aug. 26, 2004
D526,414	BLOOD PRESSURE MONITOR	Jeffrey M. Jacober, Stephen Lane, Aidan Petrie, Marco Wo	Nov. 22, 2004
D554,951	FOLDABLE SPOON	Beth McGrath	Jan. 25, 2007
D562,084	FOLDABLE FORK	Beth McGrath	Jan. 25, 2007
D611,807	FOOD STORAGE CONTAINER WITH CONTAINED FREEZER BLOCK	Charles W. Miga, Jr.	Mar. 12, 2009
D632,918	SHAKER CUP	Rachael Gordon	Jan. 21, 2010

D658,014	COMBINED CUP AND CLOSURE	Charles W. Miga, Jr.	May 31, 2011
D675,872	HAND-HELD MIXER AGITATOR	Dustin R. Avila, Jessica DeSiena	Jun. 5, 2012

PATENT PUBLICATIONS

Publication Number	Title	Inventors	Filing Date
2013/0233855	SEALABLE CONTAINER FOR HOUSEHOLD USE	Jessica DeSiena	Feb. 26, 2013
2013/0343148	AGITATOR FOR FOOD AND BEVERAGE MIXER	Dustin R. Avila, Jessica DeSiena	Jun. 22, 2012

PATENT APPLICATIONS

Serial Number	Title	Inventors	Filing Date
14/166,977	HOT COLD INSULATED FOOD SERVICE ASSEMBLY	Maureen Carroll, Alyssa Enderle, Michael E. Docherty, and Brian Gyoerkoe	Jan. 29, 2014
Canada 2,868,702	SAME	Same	Oct. 27, 2014
Australia 2014/262,257	SAME	Same	Nov. 14, 2014
New Zealand	SAME	Same	Nov. 14, 2014

UNPUBLISHED PATENT APPLICATIONS

Serial Number	Title	Inventors	Filing Date
29/492,439	HYDRATION BOTTLE	Jesse A. Kane	May 30, 2014
29/503,618	TOTE BAG	Katherine M. Dika	Sept. 29, 2014

EXHIBIT B

TRADEMARK REGISTRATIONS

Mark	Country of Registration	Serial Number	Reg. Number	Live/Dead
POCKET-PACK	U.S.	73/101,632	1,090,565	LIVE
VITA MINDER	U.S.	73/102,434	1,080,388	LIVE
THE VITAMIN CHEST	U.S.	73/165,979	1,127,543	LIVE
MEDPORT (DESIGN)	U.S.	74/680,057	1,980,929	LIVE
FIT & FRESH	U.S.	77/204,409	3,587,967	LIVE
FIT & FRESH	U.S.	77/204,412	3,587,968	LIVE
FIT & FRESH	U.S.	77/204,418	3,587,969	LIVE
SMART PORTION	U.S.	77/210,902	3,513,554	LIVE
LIV FIT & FRESH PURE (DESIGN)	U.S.	77/374,159	3,488,169	LIVE
POD	U.S.	77/400,027	3,878,416	LIVE
LIV PURE (DESIGN)	U.S.	77/442,394	3,621,799	LIVE
FIT & FRESH	U.S.	77/679,151	3,679,620	LIVE
CLEANTEK	U.S.	77/915,856	3,874,868	LIVE
FIT & FRESH	U.S.	77/975,855	3,506,348	LIVE-TBA
FIT & FRESH	U.S.	78/481,842	3,121,829	LIVE
FIT & HEALTHY	U.S.	78/943,297	3,309,945	LIVE
FIT FRESH (DESIGN)	U.S.	85/037,480	4,026,854	LIVE
FIT FRESH MAKE EVERY DAY BETTER (DESIGN)	U.S.	85/037,569	4,026,855	LIVE
DUAL TOOL	U.S.	85/280,143	4,123,230	LIVE
FIT FRESH DUAL TOOL UTENSIL SET (DESIGN)	U.S.	85/281,312	4,173,848	LIVE
FRESH STARTS	U.S.	85/390,072	4,238,788	LIVE
FRESH STARTS (DESIGN)	U.S.	85/390,530	4,238,793	LIVE
LUNCH LAUNCHERS	U.S.	85/446,379	4,239,058	LIVE

Mark	Country of Registration	Serial Number	Reg. Number	Live/Dead
DIP N' DUNK	U.S.	85/539,748	4,339,648	LIVE
L.O.T.G.	U.S.	85/541,287	4,347,626	LIVE
FRESH SELECTS	U.S.	85/551,311	4,343,579	LIVE
JAXX	U.S.	85/582,068	4,343,820	LIVE
THERMACOLD	U.S.	85/708,956		DEAD
COOL COOLERS	U.S.	85/756,506	4,334,947	LIVE
STAK PAK (DESIGN)	U.S.	85/876,382	4,539,676	LIVE
JAXX MIXER	U.S.	85/914,552		DEAD
FIT & HEALTHY	U.S.	85/966,351	4,459,245	LIVE
YUM BUDDIES	U.S.	86/049,206	4,653,916	LIVE
MEN AT LUNCH	U.S.	86/101,468	4,543,430	LIVE
AIRGEL3 (DESIGN)	U.S.	86/126,479	4,642,482	LIVE
VITA MINDER	Canada	420,908	234,136	LIVE
MEDPORT	Canada	843,162	526,751	LIVE
FIT & FRESH	South Africa	2008/20362	2008/20362	LIVE
SMART PORTION	South Africa	2008/20363	2008/20363	LIVE

TRADEMARK APPLICATIONS

Mark	Country of Registration	Serial Number	File Date
FIT & FRESH	Australia	1648705	(filed 9-24-14)
FIT & FRESH	Canada	1693725	(filed 9-12-14)
FIT & FRESH	Mexico	1547275	(filed 11-10-14)
FIT & FRESH	Mexico	1547276	(filed 11-10-14)
FIT & FRESH	New Zealand	1007483	(filed 10-23-14)
SMART STYLE COLLECTION	U.S.	86/538,890	(filed 2-18-15)
JAXX	U.S.	86/296,366	(filed 5-30-14)
FIT 4 LUNCH	U.S.	86/418,048	(filed 10-8-14)
SANDWICH & SNACK PAKS	U.S.	86/499,472	(filed 1-9-15)

UNREGISTERED TRADEMARKS

Mark
LUNCH PAK CARRIER
LITTLE DIPPER
CAFÉ PORTIONS
THERMAFOIL
GET JACKED WITH JAXX
BACK TO PRESCHOOL
MEAL 2 GO
BLOCK BUDDIES
YUM BUDDIES
ADULT INSUL LUNCH BAGS

REGISTERED DOMAIN NAMES:

www.oceangrp.com
www.medportinc.com
www.medportllc.com
www.vitaminder.com
www.fit-fresh.com
www.fit-fresh.xxx
www.jaxxfitness.com
www.jaxxshaker.com
www.jaxxshakercup.com
www.thejaxxshaker.com
www.shopfitandfresh.com

EXHIBIT C
TO PATENT AND TRADEMARK SECURITY AGREEMENT

LICENSES

Licensor	Licensee	Subject matter	Date	Term
Aquasense, LLC	Debtor	Avon Personal Water Bottle with Filtration	August 2007	Termination or Expiration of Patent
I O Bag Inc.	Debtor	Pocketbook With Interchangeable Covers Interchangeable Handbag Carry System	August 13, 2014	3.5 Years
Lindon Development Group, LLC	Debtor	Ear Thermometer	August 14, 2003	20 Years
Premier Prints, Inc.	Debtor	Insulated Bag	May 5, 2011	Discontinuance of MEDport sales of licensed product
Michael Peter Shields	Debtor	Dispensers for Small Objects	July 11, 2006	Termination or Expiration of Patent
Sierra Housewares, Inc.	Debtor	Food Service Heat Retention Device	May 18, 2011	Termination or Expiration of Patent

N4849384.4

